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Dec 27 3 00 PM '91  
MOTOR OPERATING UNIT  
OFFICES IN  
WASHINGTON, D. C.  
NEW YORK  
NEW JERSEY

December 27, 1991

HAND DELIVERED

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

17646  
DEC 27 1991 3 15 PM  
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) are two (2) copies of the Amendment No. 1 To Lease of Railroad Equipment Agreement dated as of July 1, 1988, (the "Amendment"), a secondary document as defined in the Commission's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed Amendment are:

Assignee of  
Lessor:

C. K. INDUSTRIES, INC.  
P.O. Box 0087  
DeLand, Florida 32721

Lessee:

Soo Line Railroad Company  
Soo Line Building  
Minneapolis, MN 55440

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is our check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a file-stamped copy of the enclosed document to Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, Maryland 21202-1643.

*Counter Parts -  
Deborah Mulhearn*

OBER, KALER, GRIMES & SHRIVER

Mr. Sidney L. Strickland  
December 27, 1991  
Page 2

A short summary of the enclosed primary document to appear in the Commission's index is:

Amendment No. 1 To Lease of Railroad Equipment Agreement (the "Amendment") dated as of July 1, 1988, by and between C.K. Industries, Inc., as Assignee of McDonnell Douglas Finance Corporation, and Soo Line Railroad Company, as Lessee, covering seventy-nine (79) Open Top Triple Hopper Cars now owned by C.K. Industries, Inc., together with all accessions, accessories, equipment, appurtenances, parts, improvements and attachments thereto and all substitutions and replacements thereof.

Very truly yours,



George F. Jones

Enclosures

Schedule 1

List of Borrower's road numbers for the seventy-nine (79)  
100-ton open top triple hopper cars (the "Hopper Cars"):

62339	62502
62395	62309
62362	62342
62398	62495
62379	62358
62509	62320
62501	62420
62403	62487
62418	62402
62300	62503
62393	62422
62323	62374
62493	62341
62352	62369
62365	62372
62519	62353
62518	62332
62328	62489
62454	62349
62330	62389
62390	62415
62331	62411
62386	62515
62510	62505
62354	62322
62307	62363
62355	62345
62399	62426
62329	62508
62424	62360
62377	62370
62324	62511
62334	62336
62333	62306
62512	62504
62406	62337
62367	62412
62496	62325
62380	62409
62488	

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AMENDMENT NO. 1 TO LEASE OF  
RAILROAD EQUIPMENT AGREEMENT

DEC 27 1991 -3 15 PM  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 entered into as of this First day of July, 1988, by and between McDonnell Douglas Finance Corporation, a Delaware corporation (hereinafter called "Lessor"), and Soo Line Railroad Company, (hereinafter called "Lessee");

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into a Lease of Railroad Equipment Agreement dated February 28, 1986 (the "Lease") which Lease has a Schedule No. 1 attached thereto and made a part thereof (the "Schedule") providing for the lease by Lessor and the hire by Lessee of the equipment described therein; and

WHEREAS, the parties hereto now desire to amend the Schedule and the Lease to the extent hereinafter set forth;

NOW THEREFORE, as a further consideration of the mutual covenants contained in the Lease, the parties hereto agree that effective July 1, 1988 and thereafter:

1. Section V of the Lease shall be deleted in its entirety and replaced with the following:

V. RENTAL. Rentals payable hereunder shall be as provided in the appropriate Schedule(s) to this Agreement.

2. Section XIII(vi) of the Lease shall be deleted in its entirety.
3. Section II of the Schedule shall be deleted in its entirety and replaced with the following:

II. LEASE TERM shall continue until March 31, 1998.

4. Section III of the Schedule shall be deleted in its entirety and replaced with the following:

V. RENTAL shall be \$310.00 per Car per month, net, payable monthly in advance.

5. Section IV and Section V of the Schedule shall be deleted in their entirety.

Other than the changes set forth above, all of the terms, conditions and obligations contained in the Lease and the Schedule shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 by their duly authorized officers.

MCDONNELL DOUGLAS  
FINANCE CORPORATION

By: 

Its: Director - Lease Administration

Date: July 18, 1988

SOO LINE RAILROAD COMPANY

By: 

Its: Executive Vice President-Operations

Date: July 8, 1988